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AMERICAN SECURITY INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND, CALIFORNIA

**JAMES SUTTON AND LYNETTE
SUTTON,**

Plaintiff,

v.

**AMERICAN SECURITY
INSURANCE COMPANY, a
Delaware Corporation, and DOES 1
THROUGH 10,**

Defendant.

**AMERICAN SECURITY
INSURANCE COMPANY,**

Third Party Plaintiff,

v.

**HARTFORD FIRE INSURANCE
COMPANY,**

Third Party Defendant.

No. 4:10-CV-05624 PJH

The Honorable Phyllis J. Hamilton

**STIPULATED REQUEST FOR
DISMISSAL BETWEEN THIRD
PARTY COMPLAINANT AMERICAN
SECURITY INSURANCE COMPANY
AND THIRD PARTY DEFENDANT
HARTFORD FIRE INSURANCE
COMPANY; AND**

**[PROPOSED] ORDER DISMISSING
AMERICAN SECURITY'S THIRD
PARTY COMPLAINT AGAINST
HARTFORD FIRE INSURANCE**

STIPULATED REQUEST FOR DISMISSAL

Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, Third Party Plaintiff American Security Insurance Company ("American Security") and Third Party Defendant Hartford Fire Insurance Company ("Hartford") (the "Parties") agree as follows:

The Parties, on their own behalf and on behalf of all Related Parties, grant a full Release, as defined below, to each other and all Related Parties. "Related Parties" refers to each Party's divisions, affiliates, parent corporations, sister corporations, subsidiary corporations, insurers, re-insurers, partners, transferees, assignees, predecessors, and successors. Included as a released party in American Security's Related Parties is the lender that placed the American Security policy at issue, Wells Fargo Bank N.A. ("Wells Fargo"). This Release extends to all claims known and unknown, past, present and future, relating to the insured property referred to in the pleadings in this matter, and all possible causes of action that were or could be asserted in this action or any subsequent action.

The Parties acknowledge that they are aware of Section 1542 of the California Civil Code, which provides:

GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR.

The Parties agree to waive all of their rights under Section 1542 of the California Civil Code and under any statute, regulation, or common law principle that is the same as or similar to Section 1542 of the California Civil Code.

In light of this full release, the parties agree that American Security's third party complaint may be dismissed with prejudice, and jointly request the Court to do so. The parties waive any claim for costs or attorney fees they might have against each other.

1 Dated: December 1, 2011

2 CARROLL, BURDICK & McDONOUGH LLP

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4 By /s/ Raymond J. Tittmann
Raymond J. Tittmann

5 Attorneys for Defendant and Third Party Plaintiff
6 AMERICAN SECURITY INSURANCE
7 COMPANY

8 Dated: December 2, 2011

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10 By 
11 Gary Gleason

12 Attorneys for Third Party Defendant
13 HARTFORD FIRE INSURANCE COMPANY
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[PROPOSED] ORDER DISMISSING THIRD PARTY COMPLAINT

The Court has considered the request of Third Party Plaintiff American Security Insurance Company ("American Security") and Third Party Defendant Hartford Fire Insurance Company ("Hartford") (the "Parties") to dismiss American Security's third party complaint against Hartford with prejudice under Rule 41(a)(2) of the Federal Rules of Civil Procedure, and order that all other claims that the Parties might have against each other are dismissed with prejudice to the full extent set forth above. Good cause appearing, the Court hereby GRANTS those requests.

American Security's Third Party Complaint against Hartford is hereby dismissed with prejudice. The parties waive any claim for costs or attorney fees they might have against each other.

Dated: December 12, 2011

By _____

